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8 Attorneys for Plaintiff  
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17 Attorneys for Defendants  
18 Bristol Farms and New Bristol Farms, Inc.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 FOR THE COUNTY OF LOS ANGELES

21 RUSSELL BRIMER )  
22 )  
23 Plaintiff, )  
24 )  
25 v. )  
26 )  
27 BRISTOL FARMS; NEW BRISTOL FARMS, )  
28 INC.; and DOES 1 through 150, )  
Defendants. )  
\_\_\_\_\_ )

CASE NO. BC 353251  
  
STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT

1       **1. INTRODUCTION**

2               **1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
3 between Plaintiff Russell Brimer, (hereafter "Plaintiff"), and Defendants Bristol Farms and New  
4 Bristol Farms, Inc. (hereafter "Bristol Farms"), with Plaintiff and Bristol Farms collectively  
5 referred to as the "Parties" and individually referred to as "Party."

6               **1.2 Plaintiff.** Mr. Brimer is an individual residing in California. In his Complaint, Mr.  
7 Brimer alleges that he seeks to promote awareness of exposures to toxic chemicals and improve  
8 human health by reducing or eliminating hazardous substances contained in consumer and  
9 industrial products.

10              **1.3 General Allegations.** Plaintiff alleges that Bristol Farms has manufactured,  
11 distributed and/or sold in the State of California glass bottles and other glassware intended for the  
12 consumption of food or beverages with colored artwork or designs, which contain lead, on their  
13 exterior surfaces. Lead is listed pursuant to the Safe Drinking Water and Toxic Enforcement Act  
14 of 1986, California Health & Safety Code Sections 25249.6 *et seq.*, ("Proposition 65"), and known  
15 to cause birth defects and other reproductive harm. Lead is referred to herein as the "Listed  
16 Chemical."

17              **1.4 Product Descriptions.** The products that are covered by this Consent Judgment are  
18 defined as follows: glass bottles and other glassware intended for the consumption of food or  
19 beverages with colored artwork or designs on the exterior surface, which contain lead. Such  
20 products collectively are referred to herein as the "Products."

21              **1.5 Notices of Violation.** On or about September 27, 2005, Brimer served Bristol Farms and  
22 various public enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Notice")  
23 regarding the sale by Bristol Farms of certain items of glassware described in section 1.4.

24              **1.6 Complaint.** On December 13, 2005, Plaintiff, alleging that he was acting in the  
25 interest of the general public in California, filed a complaint (hereafter referred to as the  
26 "Complaint" or the "Action") in the Superior Court for the City and County of San Francisco  
27 against Bristol Farms and Does 1 through 150, alleging violations of Health & Safety Code Section  
28 25249.6 based on the alleged exposures to the Listed Chemical contained in the Products sold by

1 Bristol Farms. After meeting and conferring, the Parties stipulated to the transfer of this matter to  
2 Los Angeles County Superior County Court, Central Division. On June 7, 2006, the matter was  
3 transferred to the appropriate venue in Los Angeles County.

4 **1.7 No Admission.** Bristol Farms denies the material factual and legal allegations  
5 contained in Plaintiff's Notice and Complaint and maintains that all products that it has sold in  
6 California, including the Products, have been, and are in compliance with, all laws. Nothing in this  
7 Consent Judgment shall be construed as an admission by Bristol Farms of any fact, finding, issue of  
8 law, or violation of law, nor shall compliance with this Agreement constitute, or be construed as,  
9 an admission by Bristol Farms of any fact, finding, conclusion, issue of law, or violation of law.  
10 However, this Section shall not diminish or otherwise affect the obligations, responsibilities and  
11 duties of Bristol Farms under this Consent Judgment.

12 **1.8 Consent to Jurisdiction.** The Parties stipulate that this Court has jurisdiction over  
13 the allegations of violations contained in the Complaint and personal jurisdiction over Bristol  
14 Farms as to the acts alleged in the Complaint, that venue is proper in the County of Los Angeles,  
15 that this Court has jurisdiction to enter this Consent Judgment as a full and final settlement and  
16 resolution of the allegations contained in the Complaint and of all claims which were or could have  
17 been raised based on the facts alleged therein or arising therefrom, and to enforce the provisions  
18 thereof.

19 **1.9 Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall  
20 be October 2, 2006.

21 **2. INJUNCTIVE RELIEF: PROPOSITION 65**

22 **2.1 Warnings and Reformulation Obligations**

23 **(a) Required Warnings.** Within thirty calendar days after the Effective Date,  
24 Bristol Farms shall not sell or offer for sale in California any Products containing the Listed  
25 Chemical, unless warnings are given in accordance with one or more provisions in Section 2.2  
26 below.

27 **(b) Exceptions.** The warning requirements set forth in Sections 2.1(a) and 2.2  
28 below shall not apply to Reformulated Products as defined in Section 2.4 below.

1           **2.2 Clear and Reasonable Warnings For Future Sales**

2           **(a) Product Labeling.** A warning shall be affixed to the packaging, labeling or  
3 directly to or on a Product by Bristol Farms, its agent, or the manufacturer, importer, wholesaler or  
4 distributor of the Product that states:

5  
6                   **WARNING: The materials used as colored decorations on the**  
7                   **exterior of this product contain lead, a chemical**  
8                   **known to the State of California to cause birth**  
9                   **defects or other reproductive harm.**

10           **or**

11                   **WARNING: The materials used as colored decorations on the**  
12                   **exterior of these products contain lead a**  
13                   **chemical known to the State of California to**  
14                   **cause birth defects or other reproductive harm.<sup>1</sup>**

15           Warnings issued for Products pursuant to this Section shall be prominently placed with  
16 such conspicuousness as compared with other words, statements, designs, or devices as to render it  
17 likely to be read and understood by an ordinary individual under customary conditions of use or  
18 purchase. Any changes to the language or format of the warnings required by this Section shall  
19 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney  
20 General's Office, provided that written notice of at least fifteen days is given to Plaintiff for the  
21 opportunity to comment; or (3) Court approval.

22           **(b) Point-of-Sale Warnings.** Alternatively, Bristol Farms may execute its  
23 warning obligations through the posting of signs at its retail outlets in the State of California at  
24 which Products are sold, in accordance with the terms specified in Sections 2.2(b)(i) and 2.2(b)(ii).

25                   **(i)** Point-of-Sale warnings may be provided through one or more signs  
26 posted at or near the point of sale or display of the Products that state:

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<sup>1</sup> This warning may be used only when the Products are sold as a set, such as a six-pack.

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**WARNING: The materials used as colored decorations on the exterior of this product contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm.**

or

**WARNING: The materials used as colored decorations on the exterior of these products contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm.<sup>2</sup>**

or

**WARNING: The materials used as colored decorations on the exterior of the following products sold in this store contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm:**

*[List the specific products for which a warning is given.]*

(ii) A point of sale warning provided pursuant to Section 2.2(b)(i) shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices, so as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase and shall be placed or written in a manner such that the consumer understands to which *specific* Products the warnings apply so as to minimize, if not eliminate, the chances that an over-warning situation will arise. Any changes to the language or format of the warning required for Products by this Section shall only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney General’s Office, provided that written notice of at least fifteen days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

**2.3 Clear and Reasonable Warnings For Past Sales**

Under Proposition 65, consumers in California have the right to be warned of chemicals known to the State to cause cancer or reproductive toxicity to which they are exposed. The Notice

<sup>2</sup> This warning may be used only when the Products are sold as a set, such as a six-pack.

1 and Complaint allege that Bristol Farms has sold Products without such a warning, and thereby has  
2 exposed consumers who have purchased Products containing lead without receiving any such  
3 warning.

4 In order to address such past sales, Bristol Farms shall undertake good faith efforts to  
5 provide clear and reasonable warnings, pursuant to Health & Safety Code §25249.6, for those  
6 Products previously sold in California to consumers during the two years prior to the Effective  
7 Date. In order to comply with this portion of the injunction, Bristol Farms shall advise its  
8 customers that they may exchange, without cost, any of the Products remaining in their possession  
9 for a lead-free alternative at any Bristol Farms retail outlet. This advice may be provided either  
10 through Bristol Farms' internet website, through its current forms of advertising or mailings to  
11 customers, or through point of sale warnings of the type discussed in Section 2.2(b)(i) ("the  
12 advisory").

13 Bristol Farms shall comply with this Section no later than October 2, 2006. On or before  
14 October 2, 2006, Bristol Farms shall provide Mr. Brimer with a letter specifying the method that it  
15 will employ to provide the information required in this Section and the date that the advisory will  
16 begin to be disseminated.

17 **2.4 Reformulation Standards.** Products satisfying the conditions of Sections 2.4(a)  
18 and 2.4(b) are referred to as "Reformulated Products" and are defined as follows:

19 For Products containing artwork on the exterior of the soda bottle, the Product must  
20 utilize paints, decals, or other materials for colored artwork, designs or markings containing six  
21 one-hundredths of one percent (0.06%) lead by weight or less as measured at Bristol Farms' option,  
22 either before or after the material is fired onto (or otherwise affixed to) the Product, using a sample  
23 size of the materials in question measuring approximately 50-100 mg and a test method of  
24 sufficient sensitivity to establish a limit of quantization (as distinguished from detection) of less  
25 than 600 parts per million ("ppm"); and

26 **2.5 Reformulation Commitment.** By entering into this Stipulation and  
27 Consent Judgment, Bristol Farms hereby commits to ensure that all Products (as that term is  
28 defined in this Consent Judgment) offered for sale by Bristol Farms on or after the Effective Date

1 that are offered for sale in the absence of a warning of the form discussed in Section 2.2 shall  
2 qualify as Reformulated Products.

3 **3. MONETARY RELIEF**

4 **3.1 Penalties Pursuant to Health & Safety Code Section 25249.7(b).** Pursuant to  
5 Health & Safety Code Section 25249.7(b), Bristol Farms shall pay \$4,000 in civil penalties. The  
6 penalty payment shall be made payable to "Hirst & Chanler LLP in Trust For Russell Brimer" and  
7 shall be delivered to Plaintiff's counsel on or before October 2, 2006, at the following address:

8  
9 HIRST & CHANLER LLP  
10 Attn: Proposition 65 Controller  
11 2560 Ninth Street  
12 Parker Plaza, Suite 214  
13 Berkeley, CA 94710

14 (a) **Apportionment of Penalties Received.** After Court approval of this  
15 Consent Judgment pursuant to Section 6, all penalty monies received shall be apportioned by  
16 Plaintiff in accordance with Health & Safety Code Section 25192, with 75% of these funds  
17 remitted to the State of California's Office of Environmental Health Hazard Assessment and the  
18 remaining 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code  
19 Section 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State  
20 of California the appropriate civil penalties paid in accordance with this Section.

21 **4. REIMBURSEMENT OF FEES AND COSTS**

22 **4.1** The Parties have reached an accord on the compensation due to Brimer and his  
23 counsel under the Private Attorney General doctrine codified at California Code of Civil Procedure  
24 §1021.5 for all work performed through the Effective Date of the Agreement. Under the Private  
25 Attorney Doctrine, Bristol Farms shall reimburse Brimer and his counsel for fees and costs  
26 reasonably incurred as a result of investigating, bringing this matter to Bristol Farms' attention, and  
27 negotiating a settlement in the public interest. On or before October 2, 2006, Bristol Farms shall  
28 pay Brimer and his counsel \$36,000 for all attorneys' fees, expert and investigation fees, and  
related costs. The check made payable to "Hirst & Chanler LLP" shall be delivered to Brimer's  
counsel at the following address:

1 HIRST & CHANLER LLP  
2 Attn: Proposition 65 Controller  
3 2560 Ninth Street  
4 Parker Plaza, Suite 214  
5 Berkeley, CA 94710

6 4.2 Except as specifically provided in this Consent Judgment, Bristol Farms will have  
7 no further obligation with regard to reimbursement of Plaintiff's attorneys' fees and costs with  
8 regard to the Products covered in this Action.

9 **5. RELEASE OF ALL CLAIMS**

10 5.1 **Plaintiff's Release of Bristol Farms.** As to the Products, this Consent Judgment is  
11 a full, final, and binding resolution between the Plaintiff, acting on behalf of the public interest  
12 pursuant to Health and Safety Code Section 25249.7(d), on the one hand, and Bristol Farms, on the  
13 other hand, of any violation of Proposition 65, of all claims made or which could have been made  
14 in the Notice and/or the Complaint, and of any other statutory, regulatory or common law claim  
15 that could have been asserted against Bristol Farms and/or its affiliates, subsidiaries, divisions,  
16 successors, assignees, and/or customers for failure to provide clear, reasonable, and lawful  
17 warnings of exposure to lead allegedly contained in or otherwise associated with Products  
18 manufactured, sold or distributed by, for, or on behalf of Bristol Farms. Compliance with the terms  
19 of this Consent Judgment resolves any issue, now and in the future, concerning compliance by  
20 Bristol Farms and/or its affiliates, subsidiaries, divisions, successors, and assigns with the  
21 requirements of Proposition 65 with respect to the Products.

22 In further consideration of the promises and agreements herein contained, and for the  
23 payments to be made pursuant to Sections 3 and 4, Plaintiff, on behalf of himself, his past and  
24 current agents, representatives, attorneys, successors and/or assignees, and in the interest of the  
25 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form  
26 of legal action and releases all claims, including, without limitation, all actions, causes of action, in  
27 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or  
28 expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any  
nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"),  
against Bristol Farms and each of its customers, owners, purchasers, users, parent companies,



1 corporate affiliates, subsidiaries and their respective officers, directors, attorneys, representatives,  
2 shareholders, agents, and employees (collectively "Bristol Farms' Releasees") arising under  
3 Proposition 65, Business & Professions Code Section 17200 et seq., and Business & Professions  
4 Code Section 17500 et seq., related to Bristol Farms or Bristol Farms' Releasees' alleged failure to  
5 warn about exposures to or identification of the Listed Chemical contained in or on the Products.

6 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
7 binding resolution of any violation of Proposition 65, Business & Professions Code Sections 17200  
8 et seq., and Business & Professions Code Sections 17500 *et seq.*, that have been or could have been  
9 asserted in the Complaints against Bristol Farms for its alleged failure to provide clear and  
10 reasonable warnings of exposure to or identification of the Listed Chemical in or on the Products.

11 In addition, Plaintiff, on behalf of himself, his attorneys, and his agents, waives all rights to  
12 institute or participate in, directly or indirectly, any form of legal action and release all Claims  
13 against the Bristol Farms' Releasees arising under Proposition 65, Business & Professions Code  
14 Sections 17200 *et seq.*, and Business & Professions Code Sections 17500 *et seq.*, related to each of  
15 the Bristol Farms' Releasees' alleged failures to warn about exposures to or identification of the  
16 Listed Chemical contained in or on the Products and for all actions or statements made by Bristol  
17 Farms or its attorneys or representatives, in the course of responding to alleged violations of  
18 Proposition 65, Business & Professions Code Sections 17200, or Business & Professions Code  
19 Sections 17500 by Bristol Farms. It is agreed, however, that Plaintiff shall remain free to institute  
20 any form of legal action to enforce the provisions of this Consent Judgment, subject to the  
21 provisions of Section 7. It is specifically understood and agreed that the Parties intend that Bristol  
22 Farms' compliance with the terms of this Consent Judgment resolves all issues and liability, now  
23 and in the future (so long as Bristol Farms complies with the terms of the Consent Judgment),  
24 concerning Bristol Farms and the Bristol Farms' Releasees' compliance with the requirements of  
25 Proposition 65, Business and Professions Code Sections 17200 *et seq.*, and Business & Professions  
26 Code Sections 17500 et seq., as to the Products.

27 The Parties understand and agree that the release provided by Plaintiff herein shall not  
28 extend upstream to the Product manufacturers or to any distributor or supplier from whom Bristol

1 Farms purchased, directly or indirectly, any of the Products including, but not limited to, Real  
2 Sodas in Real Bottles, Ltd.

3 **5.2 Bristol Farms' Release of Plaintiff.** Bristol Farms waives all rights to institute any  
4 form of legal action and all claims against Plaintiff, and his attorneys or representatives, for all  
5 actions taken or statements made by Plaintiff and his attorneys or representatives, in the course of  
6 seeking enforcement of Proposition 65, Business & Professions Code Sections 17200 *et seq.*, or  
7 Business & Professions Code Sections 17500 *et seq.* in this action.

8 **6. COURT APPROVAL**

9 This Consent Judgment is not effective until it is approved and entered by the Court and  
10 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
11 after it has been fully executed by all Parties, in which event any monies that have been provided to  
12 Plaintiff or their counsel pursuant to Section 3 and/or Section 4 above, shall be refunded within  
13 fifteen days of their receipt of any such demand from Bristol Farms.

14 **7. ENFORCEMENT OF CONSENT JUDGMENT**

15 **7.1** Before moving to enforce the terms and conditions of Section 2 of this Consent  
16 Judgment against Bristol Farms with respect to an alleged violation occurring at a retail store  
17 located in California or on its website located at <http://www.bristolfarms.com>, Plaintiff and others  
18 must follow the procedures set forth in Sections 7.2 through 7.4.

19 **7.2** In the event that Plaintiff and/or his attorneys, agents, assigns, or any other person  
20 acting in the public interest under Health & Safety Code Section 25249.7(d) (hereinafter "Notifying  
21 Person") identifies one or more retail stores or websites owned and operated by Bristol Farms at  
22 which the Products are sold (hereinafter "retail outlet") for which the warnings for those Products  
23 required under Section 2 of this Consent Judgment are not being given, such Notifying Person will  
24 notify, in writing, Bristol Farms of such alleged failure to warn (the "Notice of Breach"). The  
25 Notice of Breach will be sent by first class mail, with proof of service, to the persons identified in  
26 Section 11 of this Consent Judgment, and must be served within sixty days of the date the alleged  
27 violation was observed. The Notice of Breach shall identify the date the alleged violation was  
28 observed and the retail outlet or webpage in question, and reasonably describe the nature of the

1 alleged violation with sufficient detail to allow Bristol Farms to determine the basis of the  
2 violation, or violations, being claimed and the identities of the Products to which those assertions  
3 apply.

4 **7.3** In the event that Notifying Person identifies a specific retail outlet or webpage, other  
5 than the specific one identified in subsection 7.2 of this Consent Judgment, not giving warnings for  
6 the Products as required under Section 2 of this Consent Judgment, the Notifying Person shall  
7 serve Bristol Farms with another Notice of Breach in the manner described in subsection 7.2 and  
8 provide the same information as required in subsection 7.2.

9 **7.4** The Notifying Person shall take no further action against Bristol Farms unless the  
10 Notifying Person discovers, at least thirty (30) days after service of the Notices of Breach served  
11 pursuant to Sections 7.2 and 7.3, another failure to warn for any Products at the same retail  
12 outlet(s) or webpage identified in the Notices of Breach served pursuant to Sections 7.2 and 7.3.

### 13 **8. SEVERABILITY**

14 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
15 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
16 provisions remaining shall not be adversely affected.

### 17 **9. ATTORNEYS' FEES**

18 In the event that, after Court approval: (1) a dispute arises with respect to any provision of  
19 this Consent Judgment; or (2) Plaintiff takes reasonable and necessary steps to enforce the terms of  
20 this Consent Judgment, the prevailing party shall be entitled to recover their reasonable attorneys'  
21 fees and costs. Should Plaintiff, Bristol Farms, or any third party seek modification of this Consent  
22 Judgment pursuant to Section 16 below, the prevailing party, at the court's discretion, shall be  
23 entitled to their reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5  
24 for stipulating, opposing, or taking any other reasonable action in response to such modification  
25 processes.

### 26 **10. GOVERNING LAW**

27 The terms of this Consent Judgment shall be governed by the laws of the State of California  
28 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise

1 rendered inapplicable by reason of law generally, or as to the Products specifically, then Bristol  
2 Farms shall have no further injunctive obligations pursuant to this Consent Judgment with respect  
3 to, and to the extent that, those Products are so affected.

4 **11. NOTICES**

5 All correspondence and notices required to be provided pursuant to this Consent Judgment  
6 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
7 return receipt requested or (ii) overnight courier on either Party by the other at the following  
8 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,  
9 specify a change of address to which all future notices and other communications shall be sent.)

10 To Bristol Farms:

11 E. Kevin Davis, President  
12 BRISTOL FARMS; NEW BRISTOL FARMS, INC.  
13 915 E. 230<sup>th</sup> Street  
Carson, CA 90745

14 With a copy to:

15 Michael A.J. Nangano, Esq.  
16 Thomas Y. Barclay, Esq.  
17 STREETER & NANGANO  
18 445 Figueroa Street, 27<sup>th</sup> Floor  
Los Angeles, CA 90071

19 To Plaintiff:

20 HIRST & CHANLER LLP  
21 Attn: George W. Dowell  
22 2560 Ninth Street, Suite 214  
Berkeley, CA 94710

23 **12. NO ADMISSIONS**

24 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
25 Bristol Farms of any fact, finding, conclusion, issue of law, or violation of law, nor shall  
26 compliance with this Consent Judgment constitute or be construed as an admission by Bristol  
27 Farms of any fact, finding, conclusion, issue of law, or violation of law, such being specifically  
28 denied by Bristol Farms. Bristol Farms reserves all of its rights and defenses with regard to any  
claim by any party under Proposition 65 or otherwise. However, this Section shall not diminish or

1 otherwise affect Bristol Farms' obligations, responsibilities and duties under this Consent  
2 Judgment.

3 **13. COUNTERPARTS; FACSIMILE SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
5 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
6 same document.

7 **14. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

8 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
9 Safety Code Section 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff  
10 shall present this Consent Judgment to the California Attorney General's Office within two (2)  
11 days after receiving all of the necessary signatures. A noticed motion to enter the Consent  
12 Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior to  
13 the date a hearing is scheduled on such motion in the Superior Court for the City and County of  
14 Los Angeles unless the Court allows a shorter period of time.

15 **15. ADDITIONAL POST EXECUTION ACTIVITIES**

16 The Parties shall mutually employ their best efforts to support the entry of this Agreement  
17 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
18 manner. The Parties acknowledge that, pursuant to Health & Safety Code Section 25249.7, a  
19 noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the  
20 Parties agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of  
21 which Bristol Farms' counsel shall prepare, within a reasonable period of time after the Execution  
22 Date (*i.e.*, not to exceed thirty days unless otherwise agreed to by the Parties' counsel based on  
23 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the Joint  
24 Motion which shall, inter alia, set forth support for the fees and costs to be reimbursed pursuant to  
25 Section 4. Bristol Farms shall have no additional responsibility to Plaintiff's counsel pursuant to  
26 Code of Civil Procedure Section 1021.5 or otherwise with regard to reimbursement of any fees and  
27 costs incurred with respect to the preparation and filing of the Joint Motion and its supporting  
28 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings

1 thereon.

2 **16. MODIFICATION**

3 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
4 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
5 of any Party and entry of a modified Consent Judgment by the Court. The Attorney General shall  
6 be served with notice of any proposed modification to this Consent Judgment at least fifteen days  
7 in advance of its consideration by the Court.

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1 **17. AUTHORIZATION**

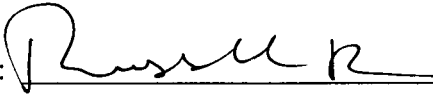
2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.

5  
6 AGREED TO:

AGREED TO:

7  
8 Date: 10-10-06

Date: \_\_\_\_\_

9  
10 By:   
11 Plaintiff Russell Brimer

By: \_\_\_\_\_  
Defendant BRISTOL FARMS; NEW BRISTOL  
FARMS, INC.

12  
13 APPROVED AS TO FORM:

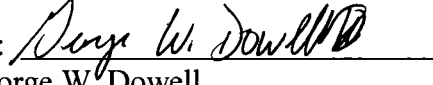
APPROVED AS TO FORM:

14  
15 Date: 10/10/2006

Date: \_\_\_\_\_

16 HIRST & CHANLER LLP

STREETER & NANGANO

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18  
19 By:   
20 George W. Dowell  
21 Attorney for Plaintiff  
RUSSELL BRIMER

By: \_\_\_\_\_  
Michael A.J. Nangano, Esq.  
Thomas Y. Barclay, Esq.  
Attorney for Defendant,  
BRISTOL FARMS; NEW BRISTOL FARMS,  
INC.

22  
23 **IT IS SO ORDERED.**

24  
25 Date: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT

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Consent Judgment.

AGREED TO:

AGREED TO:

Date: \_\_\_\_\_

Date: 10/2/06

By: \_\_\_\_\_  
Plaintiff Russell Brimer

By:   
Defendant BRISTOL FARMS; NEW BRISTOL FARMS, INC.

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Date: \_\_\_\_\_

Date: 10/11/06

HIRST & CHANLER LLP

STREETER & NANGANO

By: \_\_\_\_\_  
George W. Dowell  
Attorney for Plaintiff  
RUSSELL BRIMER

By:   
Michael A.J. Nangano, Esq.  
Thomas Y. Barclay, Esq.  
Attorney for Defendant,  
BRISTOL FARMS; NEW BRISTOL FARMS, INC.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT